

State of New Hampshire  
Bureau of Purchase and Property  
25 Capitol Street, State House Annex  
Concord, New Hampshire 03301-6398

Date: 7/19/2004

Bid No.: 47

Date of Bid Opening: 8/3/2004

Time of Bid Opening: 1:30

PLEASE DIRECT ANY QUESTIONS REGARDING THIS BID TO: ALAN HOFMANN, PURCHASING AGENT/kc  
TEL. NO: (603) 271-2550 - FAX No. (603) 271-2700

**BID INVITATION FOR: PICK UP AND DISPOSAL OF HAZARDOUS WASTE**

Unless specifically amended or deleted by the Division of Plant and Property Management, the following General Terms and Conditions apply to this Bid and any resulting Purchase Order or Contract.

**GENERAL CONDITIONS AND INSTRUCTIONS:**

**NATURE OF, AND ELIGIBILITY TO RESPOND.** This bid invitation is submitted in accordance with Chapter 21-1, and rules promulgated thereunder, and constitutes a firm and binding offer. A bid may not be withdrawn unless permission is obtained from the Bureau of Purchase and Property.

Bids may be issued only by the Bureau of Purchase and Property and are not transferable.

**SAMPLES AND DEMONSTRATIONS.** When samples are required they must be submitted free of costs and will not be returned.

Items left for demonstration or evaluation purposes shall be delivered and installed free of charge and shall be removed at no cost to the State. Demonstration units shall not be offered to the State as new equipment.

**Bids.** Bids must be received at the Bureau of Purchase and Property before the date and time specified for the opening. Bids must be submitted on this bid form or exact copies and must be typed or clearly printed in ink. Corrections must be initialed. Bids are to be made less Federal Excise Tax and no charge for handling unless required by law.

Bids will be made available to the public after the time of award. Bid results will be given by mail only if requested in writing and accompanied by a self-addressed, stamped business size envelope.

**SPECIFICATIONS.** Vendors must submit on items as specified. Proposed changes must be submitted in writing and received at the Bureau of Purchase and Property at least five (5) working days prior to the bid opening. Vendors shall be notified in writing if any changes to the specifications are made.

**AWARD.** The award will be made to the responsible Vendor submitting a conforming RFB meeting specifications at the lowest cost unless other criteria are noted in the RFB. Unless otherwise noted, the award may be made by individual items.

If there is a discrepancy between the unit price and the extension, the unit price will prevail.

When identical low bids are received the award will be made in accordance with the Administrative Rules.

Discounts will not be considered in making award but may be offered on the Invoice for earlier payment and will be applicable on the date of completion of delivery or receipt of Invoice, whichever is later. On orders specifying split deliveries, discounts will apply on the basis of each delivery or receipt of Invoice, whichever is later.

**PATENT INFRINGEMENT.** Any responding vendor who has reason to believe that any other responding vendor will violate a patent should such responding vendor be awarded the contract shall set forth in writing, prior to the date and time of opening, the grounds for his belief and a detailed description of the patent.

**ASSIGNMENT PROVISION.** The responding vendor hereby agrees to assign all causes of action that it may acquire under the antitrust laws of New Hampshire and the United States as the result of conspiracies, combinations, or contracts in restraint of trade which materially affect the price of goods or services obtained by the state under this contract if so requested by the State of New Hampshire.

**FEDERAL FUNDS.** This Division of Plant and Property Management, under RSA 21-1:14, VIII shall assure the continuation or granting of federal funds or other assistance not otherwise provided for by law by following the Federal Procurement Standards.

**STATE'S OPTIONS:** The Bureau of Purchase and Property reserves the right to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to award the bid solely as it deems to be in the best interest of the State, and to waive irregularities that it considers not material to the bid.

**PUBLIC INFORMATION:** The responding vendor hereby acknowledges that all information relating to this bid and any resulting order (Including but not limited to fees, contracts, agreements and prices) are subject to these laws of the State of New Hampshire regarding public information.

**PERSONAL LIABILITY:** The responding vendor agrees that in the preparation of this bid or the execution of any resulting contract or order, representatives of the State of New Hampshire shall incur no liability of any kind.

**PROOF OF COMPLIANCE.** The responding vendor may be required to supply proof of compliance with proposal specifications. When requested, the responding vendor must immediately supply the Bureau of Purchase and Property with certified test results or certificates of compliance. Where none are available, the State may require independent laboratory testing. All costs for such testing, certified test results or certificate of compliance shall be the responsibility of the responding vendor.

**FORM OF CONTRACT.** The terms and conditions set forth in any additional Terms and Conditions by the Bureau of Purchase and Property are part of the bid and will apply to any contract awarded the responding vendor unless specific exceptions are taken and accepted and will prevail over any contrary provisions in Terms and Conditions submitted by the responding vendor.

**OFFER.** The undersigned hereby offers to sell to the State of New Hampshire the commodities or services indicated in the following page(s) of this Bid at the price(s) quoted in complete accordance with all conditions of this Bid.

**Company**

**Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Tel. #:(local)** \_\_\_\_\_ **(Toll free)** \_\_\_\_\_

**Fax#:** \_\_\_\_\_ **(EMAIL)** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

\_\_\_\_\_  
**(TYPE OR PRINT NAME)**

This document must be signed by a person who is authorized to legally obligate the responding vendor. A signature on this document indicates that all State of New Hampshire terms and conditions are accepted by the responding vendor and that any and all other terms and conditions submitted by the responding vendor are null and void, even if such terms and conditions have terminology to the contrary. The responding vendor shall also be subject to State of New Hampshire terms and conditions as stated on the reverse of the purchase order.

# CONTRACT TERMS AND CONDITIONS

1. The State of New Hampshire, acting through the Division of Plant and Property Management, engages the firm or individual ("the Vendor") to perform the services and/or sale of goods, described in the attached State documents, if any, and the Vendor's bid or quotation, both of which are incorporated herein by reference.

**2. COMPLIANCE BY VENDOR WITH LAWS AND REGULATIONS.** In connection with the performance of this agreement, the Vendor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which shall impose any obligation or duty upon the Vendor, including, but not limited to civil rights and equal opportunity laws.

**3. TERM.** The contract, and all obligations of the parties thereunder, shall become effective on a specified date and shall be completed in their entirety prior to a specified date. Any work undertaken by the Vendor prior to the effective date shall be at his sole risk and, in the event that the contract shall not become effective, the State shall be under no obligation to reimburse the Vendor for any such work.

**4. CONTRACT PRICE.** The contract price, a payment schedule and a maximum limitation of price shall be as specified by the bid invitation and the Vendor's bid. All payments shall be conditioned upon receipt, and approval by the State, of appropriate vouchers and upon satisfactory performance by the Vendor, as determined by the State. The payment by the State of the Contract Price shall constitute complete reimbursement to the Vendor for all expenses of any nature incurred by the Vendor in the performance by the Vendor and complete payment for the Services. The State shall have no other liability to the Vendor.

**5. DELIVERY.** If the vendor fails to furnish items and/or services in accordance with all requirements, including delivery, the state may re-purchase similar items from any other source without competitive bidding, and the original vendor may be liable to the state for any excess costs.

If a vendor is unable to complete delivery by the date specified, he must contact the using agency. However, the agency is not required to accept a delay to the original delivery date. All deliveries are subject to inspection and receiving procedure rules as established by the State of New Hampshire. Deliveries are not considered accepted until compliance with these rules has been established. State personnel signatures on shipping documents shall signify only the receipt of shipments. All deliveries shall be FOB Destination.

**6. INVOICING.** All invoices must be in triplicate showing Order Number, Unit and Extension Prices and discounts allowed. A separate invoice shall be submitted for each order. Unless otherwise noted on the invitation to bid or purchase order, payment will not be due until thirty (30) days after all services have been completed, or all items have been delivered, inspected and accepted or the invoice has been received at the agency business office, whichever is later.

## **7. PERSONNEL.**

**7.1.** The Vendor shall disclose in writing the names of all owners (5% or more), directors, officers, employees, agents or subcontractors who are also officials or employees of the State of New Hampshire. Any change in this information shall be reported in writing within fifteen (15) days of their occurrence.

**7.2.** The person signing this agreement on behalf of the State, or his or her delegee ("Contracting Officer") shall be the State's representative for purposes of this agreement. In the event of any dispute concerning the interpretation of this agreement, the Contracting Officer's decision shall be final.

## **8. EVENT OF DEFAULT; REMEDIES.**

**8.1.** Any one or more of the following acts or omissions of the Vendor shall constitute an event of default hereunder ("Events of Default"):

**8.1.1.** failure to deliver the goods or services satisfactorily or on schedule; or

**8.1.2.** failure to submit any report required hereunder; or

**8.1.3.** failure to perform any of the other covenants and conditions of this agreement.

**8.2.** Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

**8.2.1.** give the Vendor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Vendor notice of termination; and

**8.2.2.** give the Vendor a written notice specifying the Event of Default and suspending all payments to be made under this agreement and ordering that the portion of the Contract Price, which would otherwise accrue to the Vendor during the period from the date of such notice until such time as the State determines that the Vendor has cured the Event of Default, shall never be paid to the Vendor; and

**8.2.3.** set off against any other obligation the State may owe to the Vendor any damages the State suffers by reason of any Event of Default; and

**8.2.4.** treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Vendor.

**10. VENDOR'S RELATION TO THE STATE.** In the performance of this agreement the Vendor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Vendor nor any of its officers, employees, agents or members shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.

**11. ASSIGNMENT AND SUBCONTRACTS.** The Vendor shall not assign, or otherwise transfer any interest in this agreement without the prior written consent of the State. No work required by this contract shall be subcontracted without the prior written consent of the State.

**12. INDEMNIFICATION.** The contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Vendor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.

**12.1 PATENT PROTECTION.** The seller agrees to indemnify and defend the State of New Hampshire from all claims and losses resulting from alleged and actual patent infringements and further agrees to hold the State of New Hampshire harmless from any liability arising under RSA 382-A:2-312(3). (Uniform Commercial Code).

**13. TOXIC SUBSTANCES.** In compliance with RSA 277-A known as the Workers Right to Know Act, the vendor shall provide Material Safety Data Sheets with the delivery of any and all products covered by said law.

**14. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given below.

**15. AMENDMENT.** This agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto.

**16. CONSTRUCTION OF AGREEMENT AND TERMS.** This agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

**17. ADDITIONAL PROVISIONS.** The additional provisions (if any) have been set forth as Exhibit "A" hereto.

**18. ENTIRE AGREEMENT.** This agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.

# **BID INVITATION FOR A CONTRACT FOR: PICK UP AND DISPOSAL OF HAZARDOUS WASTE**

## **PURPOSE:**

The purpose of this bid invitation is to establish a contract for **PICK-UP AND DISPOSAL OF HAZARDOUS WASTE** to be ordered by the State of New Hampshire agencies, institutions, political sub-divisions and authorized non-profit organizations as needed, during the term of the contract, in accordance with the requirements of this bid invitation and any resulting contract.

## **ELIGIBLE PARTICIPANTS:**

Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the Federal Internal Revenue Code, shall be eligible to participate under this contract whenever said sub-division or nonprofit agency so desires.

## **CONTRACT TERM:**

The contract shall become effective upon execution by the Vendor and the approval of the Commissioner of the NH Department of Administrative Services. Initial contract period shall begin upon notification of award and shall extend through **June 30, 2007**. Contract terms may be extended in one-year increments upon mutual agreement between the successful bidder and the Bureau of Purchase and Property and recommendation and approval of DAS, not to extend beyond June 30, 2009. The State of New Hampshire shall have the right to terminate any contract at any time by giving the vendor a thirty-(30) day written notice.

## **BID PRICES:**

The prices bid by the successful bidder shall remain firm for the entire term of the contract and any extension thereof and shall include delivery and all other charges. Bid prices should be government and/or educationally discounted prices.

## **ABILITY TO PROVIDE:**

Successful bidder must be capable of providing each State of New Hampshire agency, institution, political sub-divisions and authorized non-profit organizations with their entire requirements of PICK-UP AND DISPOSAL OF HAZARDOUS WASTE without any delay or substitution.

## **ORDERING PROCEDURE:**

State agencies and institutions shall place their orders by telephone, fax, E-mail or mail as needed. Political sub-divisions and authorized non-profit organizations shall utilize their own individually established ordering procedures.

## **AUDITS AND ACCOUNTING:**

The successful bidder shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the Terms and Conditions of this bid invitation and in determining the award and for monitoring any resulting contract. At intervals during the contract term, and prior to the termination of the contract, the successful bidder may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency, institution, political sub-divisions and authorized non-profit organizations.

## **VENDOR CERTIFICATIONS:**

All bidders must be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

### **STATE OF NEW HAMPSHIRE VENDOR APPLICATION.**

Bidders must have a completed Vendor Application and W-9 Form on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <http://www.admin.state.nh.us/purchasing>

### **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION**

A person or persons conducting business under any name other than his/her own legal name must register with the NH Secretary of State. Businesses are classified as 'Domestic' (in-state) or 'Foreign' (out-of-state). Please visit the following website to find out more about the requirements and filing fees for both classifications: <http://www.nh.gov/sos/corporate>

## **OFFER:**

Bidder hereby offers to furnish PICK-UP AND DISPOSAL OF HAZARDOUS WASTE to State of New Hampshire agencies, institutions, political sub-division and authorized non-profit organization wishing to participate, in accordance with all of the requirements of this bid invitation at the following prices for the entire contract term and any extension.

## **GENERAL CONDITIONS FOR BIDDING**

### **A. GENERAL**

1. The State of New Hampshire, through the Bureau of Purchase and Property, Division of Plant and Property Management, requests proposals for the handling and disposal of hazardous wastes and hazardous materials.
2. The Contractor, in conducting the Work, shall comply with current U.S. Environmental Protection Agency Rules and Regulations; New Hampshire Revised Statutes Annotated (RSA) Chapter 146-A and C; RSA 147-A, B, C, and D; RSA Chapter 149-D; and all provisions, rules and regulations, referenced to and promulgated thereunder including, but not limited to, the New Hampshire Hazardous Materials Incident Emergency Response Plan, and the Department of Environmental Services November 2001 Revision of the Emergency Response Protocol. Any revisions, additions, or deletions to any of the foregoing prior to or during the term of this agreement, shall be deemed to supersede and replace those in current use.
3. **This Request for Bid (RFB) PART I**
  - (a) **Part I** shall be for the pickup and disposal, or recycling, of laboratory, shop, biological/medical and other hazardous waste generated during normal activities and programs conducted by the State of New Hampshire and other eligible agencies
4. The State shall award a single contract for Part I. The contract shall be awarded to the lowest responsible bidder.
5. This Request for Bids (RFB) does not commit the State to award a contract nor to pay any costs incurred by the Bidder in preparation of his bid.
6. This program is a statewide operation that includes all State agencies, political subdivisions, members of the N.H. College and University Council and eligible others determined by State law to be eligible (Agency or Agencies) to use this Contract. The Contractor will provide services under this Contract throughout the State of New Hampshire.
7. The successful bidder, prior to award of the Contract, shall provide the Bureau of Purchase and Property with (1) a current Certificate of Authority, which authorizes the person signing the proposal and the Contract to do so, and (2) a current Corporate Certificate of Good Standing from the office of the NH. Secretary of State.
8. To be considered, this Bid shall be signed in the spaces provided in this RFB. This signature shall cover all parts completed by the Bidder.

### **B. QUANTITIES AND PRICES**

1. **Quantities listed in the Bid for each item are approximate and for bid comparisons only. All quantities listed are estimates of the quantities required over the term of the Contract. The actual quantity may vary substantially from the estimate.** No adjustment in price shall be considered due to a difference between the actual and estimated quantity.
2. Pricing schedules requested in PART I is be considered all-inclusive or covering every possible cost situation.
3. The State reserves the right to require substantive confirmation of any cost offer it considers unusual and make an adjustment in the event the bid price is in the opinion of the State an obvious error.

## **VENDORS MUST SUBMIT PRICING ON ALL ITEMS LISTED IN OFFER SECTION - PARTIAL BIDS WILL NOT BE ACCEPTED**

**IF AN ITEM IS NO CHARGE TO THE STATE OF NEW HAMPSHIRE, THE VENDOR SHALL ENTER \$0.00 IN THE OFFER.**

## **C. SERVICES**

1. Services to be provided under this Contract shall include:
  - a) laboratory chemical identification;
  - b) identification of laboratory chemicals from trade names;
  - c) analysis and classification of unknown chemicals;
  - d) packaging, labeling, and packing list preparation for disposal in accordance with DOT and EPA regulations;
  - e) manifest preparation and processing - Land Ban Forms for EPA compliance, Bill of Ladings;
  - f) transportation of chemicals to disposal sites;
  - g) recycling, treatment, and/or final disposal of the waste; and

## **D. WASTE ANALYSES, TRANSPORTATION, AND DISPOSAL**

1. A list of all analytical laboratory and disposal or recycling facilities proposed to be used for this Contract shall be provided by the Bidder to the State prior to award of the Contract.
2. The ultimate disposal or recycling facility shall be determined and approved by the State or agency requesting services for each chemical/waste stream prior to shipment from the generator site.
3. The Contractor shall have in place and operating a system which tracks chemical transportation from the generator site to the ultimate disposal or recycling facility. The Contractor shall provide the State with proof that this system is in place prior to award.
4. The Contractor shall supply Certificate of Tracking/Disposal to the generating agency for all waste streams and include complete manifest information for all waste shipped from the point of generation to the ultimate disposal or recycling facility.
5. All disposal or recycling facilities destined to receive waste under this contract shall be properly permitted to handle the waste but cannot be a listed Superfund Site, nor a site that has been Cerclisted (targeted for investigation).

## **E. QUALIFICATIONS**

1. No award shall be made to any Bidder on this RFB who cannot meet all of the following requirements prior to the award. The Contractor:
  - a) cannot have defaulted nor turned the work over to the bonding company on any contract within three years prior to the bid date;
  - b) shall be registered with the Secretary of State to do business in New Hampshire and be in good standing;
  - c) shall have an adequate number of personnel and equipment to perform the work expeditiously;
  - d) shall have appropriate technical experience satisfactory to the State in the class of work involved;
  - e) shall meet OSHA's requirements for the class of work involved;
  - f) shall not have had a previous contract of a similar nature with the State which had been canceled for cause; and
  - g) shall have met all of the requirements for pre-qualification by the State to submit a bid for this project.

## II. ADDITIONAL CONTRACT TERMS AND CONDITIONS

### A. GENERAL

1. The Contractor shall provide for recycling or incineration of chemicals and wastes to the greatest extent possible. Chemicals shall be packaged whenever possible for direct disposal and not for repackaging at a transfer station unless destined for recycling.
2. The Contractor under this Contract will be required to provide regulatory and technical consulting services as described for Part I.
3. When contacted by representatives of the press, the Contractor shall refer all questions to the State for a response.
4. The Terms and Conditions of the Agreement Form are a part of this RFB and are an integral part of any subsequent contract.
5. **All prices offered by the Bidder in the Bid shall remain firm for the term of the Contract. Quantities listed in the Bid for each item are approximate and for bid comparisons only. All quantities listed are estimates of the quantities required over the term of the Contract. The actual quantity may vary substantially from the estimate.** No adjustment in price shall be considered due to a difference between the actual and estimated quantity.
6. The Contractor shall make all applicable facilities and equipment available for inspection, during normal business hours, by the Division of Waste Management of the Department of Environmental Services both before and after award of the Contract.

### B. INSURANCE

1. The Contractor shall procure and maintain such insurance as is required by law or regulation. This requirement extends to all subcontractors that the Contractor hires to carry out the contract's requirements. At a minimum, the Contractor and any subcontractor(s) shall procure and maintain the following types of insurance:
  - a) Workers' compensation and occupational disease insurance in amounts to satisfy New Hampshire law;
  - b) Employer's general liability insurance in the minimum amount of \$1,000,000 per occurrence;
  - c) Comprehensive general liability insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of not less than \$250,000 per claim and \$2,000,000 per incident;
  - d) When vessels are used in the performance of the contract, vessel collision liability and protection and indemnity liability insurance in such amounts as the State may require or approve shall be provided, the Contractor may, with the approval of the State, maintain a self-insurance program. All insurance required pursuant to the provisions of this paragraph shall be in such form and for such periods of time as the State may, from time to time, require or approve and with such insurers approved by the State;
  - e) Pollution liability insurance for pollution conditions arising out of performance of operations under this contract in the minimum amount of \$1,000,000; and
  - f) Automobile Liability insurance for bodily injury or death in the minimum amount of \$1,000,000 per occurrence.
2. The Contractor agrees, to the extent and in the manner required by the State, to submit for the approval of the State all insurance maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement hereunder.

### C. LABOR TITLES AND QUALIFICATIONS

The personnel functioning in the labor titles listed in all four parts of the Bid shall meet following minimum requirements and perform the stated functions:

Title	Job Definition	Requirements
Field Chemist	<ul style="list-style-type: none"> <li>▪ Operate analytical testing equipment or instruments.</li> <li>▪ Possess broad knowledge of field packing chemicals and manifesting of hazardous waste.</li> <li>▪ Knowledge of lab pack policies, procedures and paperwork preparation.</li> <li>▪ Prepare field samples in accordance with applicable standards and required protocols, per EPA SW-846.</li> <li>▪ Collect field samples for chemical testing and analysis (per EPA-SW-846), following proper procedures to ensure representative samples and adequate chain of custody documentation.</li> <li>▪ Prepare lab packs of waste materials for transportation in accordance with applicable regulations and standards.</li> <li>▪ Prepare and maintains required documentation of work performed.</li> <li>▪ Act as a consultant to the using Agency involving issues of consolidating, segregating, and disposing of hazardous materials and wastes.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Minimum of one (1) year of experience as an environmental chemist.</li> <li>▪ Bachelor of science degree in chemistry or chemical technology or equivalent training and experience.</li> <li>▪ OSHA health and safety trained (29CFR 1910.120) 40-hour OSHA Training.</li> <li>▪ Trained and experienced in sampling procedures, lab packing, container handling, and handling of hazardous waste.</li> </ul>
Technician	<ul style="list-style-type: none"> <li>▪ Perform various tasks associated with cleanup of hazardous and petroleum contaminated sites.</li> <li>▪ Has knowledge of and is capable of working in Level A, B, and C personal protective equipment.</li> <li>▪ Operate small pieces of equipment such as pumps, oil booms, generators and other equipment used in site cleanup.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Minimum high school education or equivalent.</li> <li>▪ Minimum of one year of experience as a laborer in environmental service industry.</li> <li>▪ General understanding of job requirements and site risks. OSHA health and safety trained (29CFR 1910.120), 40 hour training.</li> <li>▪ Possess a valid driver's license.</li> </ul>
Driver	<ul style="list-style-type: none"> <li>▪ Operates dump trucks, tractor-trailer, vacuum trucks, pickups, and/or rack trucks.</li> </ul>	<ul style="list-style-type: none"> <li>▪ A clean driving record over the past year. Meet all appropriate State and federal licensing requirements.</li> <li>▪ Have knowledge and experience in operating the specific piece of equipment they bring to a site.</li> </ul>
	<ul style="list-style-type: none"> <li>▪</li> </ul>	<ul style="list-style-type: none"> <li>▪</li> </ul>

## **D. INVOICE CONTENT AND FORMAT**

1. Individual incidents or laboratory waste pickups shall be billed on separate invoices. For long duration incidents, multiple invoices may be submitted for a single incident.
2. Each invoice shall include the following information on the header:
  - a) Project Name and Address;
  - b) Contractor Project Number;
  - c) Invoice Number and Date; and
  - d) Purchase Order Number;
  - e) Project Description (for example, “laboratory waste pickup”)
3. Invoice detail shall include the following for each item:
  - a) Bid Item Number (Note that this shall match the Item Number in the Contract. Payment shall not be made for billed items if not associated with a Bid Item number or approved change order);
  - b) Item Description;
  - c) Quantity Billed;
  - d) Bid Item Price;
  - e) Bid Unit; and
  - f) Total amount billed

## **III. PART I - PICK UP AND DISPOSAL OF HAZARDOUS WASTE**

### **A. GENERAL TERMS AND CONDITIONS**

1. This Part covers the pick up of hazardous wastes generated by shops, laboratories, colleges, health and hospital facilities, etc., operated and maintained by the State of New Hampshire. In addition, it may be used by political subdivisions of the State government and members of the New Hampshire College and University Council (Agency or Agencies). See N.H. Revised Statutes Annotated (RSA) Chapter 21-I:17.
2. The Contractor shall pick up hazardous waste from eligible State entities and Agencies, as specified above. Wastes shall be coded with the proper Hazard Code when co-mingled with other wastes at all points up to and including final disposition.
3. The first pick up shall be as soon as a schedule, mutually agreeable to both the State or Agency and the Contractor, can be prepared and the Contractor has been notified by the State or Agency that has accumulated waste available for disposal.
4. The Contractor shall establish a schedule for future pick-ups with the State or Agency generating the hazardous waste. The frequency of waste collection shall not exceed 90 days, unless the State or Agency is authorized to hold wastes longer than 90 days, in which case the frequency of pick ups shall be set by the State or Agency.
5. Once the specific pick up dates are established, the State or Agency shall call the Contractor no later than two (2) weeks prior to the date of the scheduled pick up to confirm the need to make that pick up.
6. In the event waste cannot be stored by the State or Agency until the next scheduled pick up date, a special pick up shall be arranged with the Contractor. Such pick up shall be subject to the surcharge by the Contractor, contained in the Bid.



7. The attached Bid shall be completed, as written, by the Bidder. All blank spaces for Bid prices shall be filled in, in ink or typewritten, and the Bid form shall be fully completed and executed when submitted. Comments and concerns regarding the Bid shall be made in writing and shall be received by the Bureau of Purchase and Property no later than five (5) working days prior to bid opening to allow sufficient time for the issuance of an Addendum, should one be required.
8. The Bid provides a single price for the disposal of wastes collected under this Contract. Whenever possible, the wastes shall be recycled. However, when this is not possible, the Contractor shall use the following disposal preference list in order of priority:
  - a) Recycling,
  - b) Treatment,
  - c) Incineration, or
  - d) Landfilling.
  - e)
9. The Contractor shall be capable of handling and disposing or recycling of highly reactive chemicals, including but not limited to those classified as:
  - a) Spontaneously decomposing temperature sensitive;
  - b) Shock, friction, and/or static charge sensitive;
  - c) Oxidizing liquids;
  - d) Air exposure sensitive; and
  - e) Water exposure sensitive.

## **B. PICKUP, TRANSPORTATION AND DISPOSAL OF WASTES**

1. The Contractor shall pick up hazardous wastes generated by those Agencies referred to in Paragraph 1 of Part I, General Terms and Conditions. The operation will include: (1) providing and preparing US EPA/DOT Uniform Hazardous Waste Manifest and Land Ban, or if appropriate Bills of Lading, (2) segregating, profiling, providing packaging, containerizing, and labeling forms for the waste to be shipped (all whenever necessary), (3) loading the wastes into vehicles, (4) transporting the wastes to a permitted hazardous waste treatment, recycling, or disposal facility or facilities and (5) recycling, treating, incinerating, or finally disposing of the wastes. Final disposition shall include treatment by recycling whenever possible. All of the foregoing phases of operation, and any additional phases conducted by the Contractor, shall be performed in accordance with all applicable federal and State statutes and regulations. These statutes and regulations shall include, but not be limited to, the Federal Resource Conservation and Recovery Act, the State of New Hampshire's RSA Chapter 147-A and RSA 149-M, and the State of New Hampshire's Hazardous Waste Rules, Env-Wm 100-1000 and New Hampshire's Solid Waste Rules Env-Wm 100-300 and 2100-3700.
2. The Contractor shall also provide consultation, as requested, by the State or Agency under this Part. Such consultation may include recommendations for packing, containerizing, or storing of wastes.
3. The Contractor shall deliver all hazardous wastes collected under this contract to hazardous waste facilities that currently hold valid State or federal permits issued in accordance with federal and State approved Resource Conservation and Recovery Act Standards. The contractor shall deliver any solid waste to a permitted facility as defined by RSA 149-M. The State or Agency reserves the right to review the proposed treatment and/or disposal facilities and reject the use of a facility it may consider inappropriate for waste disposal.
4. The Contractor shall have and maintain throughout this contract:
  - a valid identification number from the U.S. Environmental Protection Agency;
  - a) a valid State of New Hampshire registration to transport hazardous waste;
  - b) proper vehicle identification for each vehicle used by the Contractor to transport waste from the site;

- c) required EPA/DOT Uniform Hazardous Waste Manifest forms and Land Ban forms, or as appropriate Bills of Lading shall be carried in the vehicle for each transported load; and
  - d) sufficient liability insurance coverage to meet all applicable state and federal requirements. (See Section 14, Insurance and Bond on reverse side of Agreement form.)
5. The Contractor's operation shall be conducted solely by qualified Contractor employees or agents who have the required training, sufficient knowledge, and experience in hazardous waste remediation, collection and transportation, as determined by the N.H. Department of Environmental Services. The Contractor shall have present at each collection location an employee or agent knowledgeable in identifying hazardous wastes, as defined in the N.H. Hazardous Waste Rules, Env-Wm 100-1000.
  6. The Contractor's operation shall be conducted with appropriate and sufficient quantities of equipment and safety devices.
  7. When requested, the Contractor shall assist State or Agency employees who coordinate these contracted pick-up operations in the requirements for waste labeling and packing. Said assistance may include but not be limited to, providing occasional consultation on collection and packaging methods and providing assistance in completing or fully preparing the EPA/DOT Uniform Hazardous Waste Manifest and/or Land Ban forms. Said consultation shall be paid for under Item 31, Chemist.
  8. The Contractor shall, upon request or whenever appropriate, provide containers and packaging materials necessary to transport the wastes in accordance with 49 CFR, Parts 172, 173, 178, and 179. Said containers shall include DOT shippable 5-gallon pails with lids of plastic or metal.
  9. The Contractor shall be responsible for determining if each waste is acceptable for safe transportation, and if each waste can be disposed of, recycled, or treated in an approved manner before the waste is removed from the site of generation.
  10. The State or Agency shall retain the right to limit, suspend, or terminate a collection operation at any pick-up location due to safety, financial, or other reasonable considerations. If such action takes place, the State or Agency shall be obligated to pay the Contractor solely for the Contractor's authorized delivery of any hazardous waste collected as of the time of each action. Should a waste pick up be terminated or suspended within two (2) weeks of the scheduled pick up date and the Contractor is not notified of such termination or suspension, the Contractor shall be due the pick up charge specified in the Bid if the Contractor arrives at the site and no wastes are ready for shipment.
  11. The Contractor shall conduct each pick up requested by the State or Agency as provided in Part I, A.1 through Part I, A.6.
  12. The Contractor shall conduct each pick up during normal State or Agency working hours and at a time convenient to the State or Agency.
  13. The Contractor agrees to send Certificates of Ultimate Disposal, Recycling or Other Treatment and EPA/DOT Uniform Hazardous Waste Manifest, EPA Form 8700-22 to the State or Agency for waste collected by the Contractor at the generator's facility. Upon the request of the State or Agency, copies of said forms shall be sent to the State or Agency after delivery to the permitted hazardous waste recycling, treatment or disposal facility.
  14. The Contractor shall understand the currently known or suspected hazards that are present to persons, property, and environment by transport, treatment, and disposal of hazardous wastes. The Contractor shall perform all services under this Contract in a safe, efficient, expeditious, and lawful manner using industry-accepted practices and in full compliance with all applicable New Hampshire and Federal laws and regulations.
  15. The Contractor's applicable facilities and equipment, regardless of location, shall be made available for inspection by the State of New Hampshire, Division of Waste Management. In those instances where the State does not have the authority to inspect by law, the State shall give the Contractor twenty-four (24) hours notice of intent to inspect.
  16. The Contractor in carrying out his duties under this Contract shall be subject to the same fines and penalties as any other generator or transporter of hazardous waste.

17. Following the award of the Contract, the Contractor shall visit each Agency generating hazardous wastes, when requested by that Agency, to familiarize themselves with their requirements and to provide the Agency with assistance to assure an orderly and efficient start-up collection. Said visitations shall be at the contract unit price contained in the Bid for Item 31, Chemist. Only that time spent at the generating Agency's site will be payable.

## **C. SITE SAFETY AND HEALTH EMERGENCY PLAN**

1. It is important in the handling of hazardous materials that extreme caution be taken to prevent any accidents, spills, releases, or fires. The Contractor shall, therefore, be required to implement a safety plan and provide assurances that all of the Contractor's personnel who may come in contact with and/or transport the hazardous materials are familiar with the safety precautions and spill cleanup procedures.
2. The Contractor shall be responsible to the State and the local fire department, whenever appropriate, of any accidents, spills, releases, or fires involving hazardous materials, and for coordinating responses with the local fire department and with the Department of Environmental Services, Waste Management Division.
3. The Contractor shall have adequate safety equipment readily available for responding to any spills or other emergencies associated with the projects under contract herein.
4. The Contractor shall adhere to proper safety procedures for handling and transporting hazardous materials and shall respond to hazardous material discharge incidents in a manner that shall include the procedures set forth in these specifications.

## **D. SPILL RESPONSE PROCEDURES**

1. The Contractor shall be responsible for remediating all spills that may occur during the course of pick up operations at no extra cost to the State or its approved Agency if such a spill is the fault of the Contractor. The Contractor shall follow the recommended and accepted cleanup procedures outlined in "2000 Emergency Response Guidebook," USDOT ERG2000 and "Dangerous Properties of Industrial Materials", N. Irving Sax. In the event a later or updated edition of these publications becomes available, the latest version shall apply. All spill cleanup materials shall be handled and disposed of properly by the Contractor.

## **E. BID AND PAYMENT PROVISIONS**

1. The State or Agency agrees to pay the Contractor for services provided in accordance with the prices listed in the Bid. No surcharges or additional charges of any kind shall be allowed. In the event a waste item is not covered in the Bid, the price for disposal, recycling, or treatment shall be negotiated with the generating Agency and so noted on the invoice rendered by the Contractor.
2. The Contractor agrees to submit separate invoices to each Agency serviced under this Contract. Each invoice shall be written solely for the services rendered by the Contractor for each Agency.
3. The State or Agency serviced under this contract agrees to accept and pay invoices as submitted by the Contractor within 30 days after the successful completion of the Agency pick up and disposal, recycling, or treatment project or after an acceptable invoice has been received by the invoiced State or Agency's business office, whichever is later and subject to the conditions contained in Paragraph I.E.5, below. The successful completion of the Agency pick up and disposal, recycling, or treatment project shall mean that (1) the Contractor has fulfilled the terms and conditions of the Contract, and (2) the State or Agency business office has received a copy or photocopies of all Bills of Lading and manifest forms signed by the operator of each wastes facility treatment or recycling location to which the State or Agency's hazardous wastes were delivered for final disposition.
4. Invoices for wastes picked up and disposed of shall provide the following information: Manifest number, the line in the manifest for which the charge applies, the item number from the Bid, the classification of the waste contained in the Bid, the unit price, the volume being billed and the total amount for the item. Invoices not in conformance with this format shall be rejected and returned to the Contractor for correction.
5. Payment for pick up and disposal of wastes under this Part shall initially be limited to 75% of the Bid price. The remaining 25% shall be billable upon receipt by the Agency of the certification of final disposition of the waste.

6. The Contractor shall provide a history of any waste picked up for treatment, disposal, or recycling from receipt of the waste to final resolution. Failure to do so will result in the payment being held until the document(s) is provided.
7. The Bid refers to units of drums. All drums, unless otherwise specified, shall be understood to be 55-gallon, 30-gallon or 5-gallon in capacity.
8. The unit price contained in the Bid for the disposal of the wastes shall cover the cost of: profiling of the wastes; packaging, labeling and packing list preparation in accordance with DOT and EPA regulations; Manifest and Land Ban form preparation; transportation; and disposal of the wastes either through recycling, treatment, incineration, landfilling or some other approved method of ultimate disposal.
9. Only one pick up charge shall be made for wastes collected at a single address. In instances where a pick up is made on the same day from more than one Agency at the same address, i.e., Health and Human Services building, the pick up charge shall be shared equally by the number of agencies where wastes were collected.
10. Item I-24 in the Bid calls for the collection and handling of petroleum tank bottom sludges. The work under this item consists of removing the sludges from the petroleum storage tank(s), placing the sludges in containers appropriate for the particular job, transporting, and disposing of those sludges. The sludges may result from the storage of all forms of petroleum products including gasoline, fuel oil, and motor oil.
11. Item I-25 in the Bid calls for the collection and handling of paint tank bottom sludges. The work under this item consists of removing the sludges from the paint storage tank(s), placing the sludges in containers appropriate for the specific project, transporting, and disposing of those sludges. The Contractor shall be responsible for the removal of the sludges from the tanks. The Contractor shall not be required to clean the tanks following sludge removal.”
12. The Bidder in providing costs for the disposal of the wastes shall include with each bid item a designation for the method of disposal of the material. The Bidder shall provide prices for the method of disposal most preferred by the State as listed in these specifications. The Bidder shall use one of the following letters to identify the method of disposal: R-recycling; T-treatment; I-incineration; and L-landfilling. The State realizes that the most preferred method of disposal, recycling, might not be appropriate or possible for certain types of wastes. The Bidder’s designation shall be the preferred method of disposal available for that waste based on current industry standards. However, consistent use by the Bidder of a disposal method of a lower preference than that commonly used may be grounds for rejection of the Bid.
13. By submission of this Bid, each Bidder certifies and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
14. Quantities listed in the Bid for each item are approximate and for bid comparisons only. All quantities listed are estimates of the quantities required over the term of the Contract.
15. Bidder agrees to provide the following services, labor, and materials for the following rates:

<b>Item</b>		<b>Est Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>TOTAL PRICE &amp; METHOD</b>
I-1.	Reactive Wastes, Solid (D003)	5	55 gal drums		
I-2.	Reactive Wastes, Liquid (D003)	1	55 gal drum		
I-5.	Oxidizer Wastes Solid (D001)	5	55 gal drums		
I-6.	Oxidizer Wastes, Liquid (D001)	2	55 gal drums		
I-7.	Organic Liquids, Low Halogen Concentration (<2% Halides), <50 ppm PCB	1,000	Gallons		
I-8.	Organic Liquids, High Halogen Concentration (>2% Halides), <50 ppm PCB	1,000	Gallons		
I-9.	Acids With A pH <2.0 (D002)	1,000	Gallons		
I-10.	Alkaline Materials With A pH >12.5 (D002)	1,000	Gallons		
I-11.	Drummed Solids, 500 ppm PCB	5	55 gal drums		
I-12.	Drummed Solids, 50 ppm <PCB <500ppm	10	55 gal drums		
I-13.	Liquids 50 ppm<PCB<500 ppm	1	55 gal drums		
I-14.	Liquids, PCB > 500 ppm	5	55 gal drums		
I-15.	Explosive And Shock Sensitive Wastes (D003)	25	Pounds		
I-16.	Liquids Containing Arsenic	1 1	5 gal drum 30 gal drum		
I-17.	Liquids Containing Mercury Salts	1 1	5 gal drum 30 gal drums		
I-18.	Poisonous Liquids	1 1	5 gal drum 30 gal drum		

Item		Est Quantity	Unit	Unit Price	TOTAL PRICE & METHOD
I-19.	Lab Packs, Including Appropriate Size Drum For Wastes To Be Shipped	35	55 gal drums		
I-20.	Disposal Of Empty Drums	100	drums		
I-21.	Disposal Of Base Neutral Aqueous Wastes, Including Decontamination And Wash Waters, <50pm PCB, No Cyanide, No Sulfide	1 1 1	5 gal drum 30 gal drum 55 gal drum		
I-22.	Disposal Of Pesticides Or Herbicides, Liquid	1 1 1	5 gal drum 30 gal drum 55 gal drum		
I-23.	Disposal Of Pesticides Or Herbicides, Solid	2	55 gal drums		
I-24.	Collection And Handling Of Petroleum Tank Bottom Sludges	4,000	Gallons		
I-25.	Collection And Handling Of Paint Tank Bottom Sludges (NH51)	4,000	Gallons		
I-26.	Fuel Type Petroleum Products	1,000	Gallons		
I-27.	Lubrication Products	1 1 1	5 gal drum 30 gal drum 55 gal drum		
I-28.	Crankcase Oils (NH01)	10,000	Gallons		
I-29.	Scheduled Pick-Up Of Wastes	100	Pick Ups		
I-30.	Special Pick-Up Per Part I A.6	Surcharge for 10	Pick Ups		
I-31.	Chemist, Labpacking Of Wastes, Misc. Consultation	50	Hour		
I-32.	Technician, Assisting Chemist In Labpacking Of Wastes	50	Hour		
I-33.	5-Gallon DOT Shippable Containers, closed head w/bung - white 5-Gallon DOT Shippable Containers, closed head w/bung - clear	50 50	Each Each		

<b>Item</b>		<b>Est Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>TOTAL PRICE &amp; METHOD</b>
I-34	30-Gallon DOT Shippable Containers, closed head plastic drum w/ 2 bung openings	15	Each		
I-35.	Non-Hazardous Waste/Manifested Wastes (MA 99)	40	55 gal drum		
I-36.	Lead Dust, Sand, APR Filters and Vacuum Filters (D008)	35	55 gal drum		
I-37.	Chromium Wastes (D007)	5	55 gal drum		
I-38.	Mercury Wastes (D009)	1	55 gal drum		
I-39.	Disposal of Cadmium granules (D006)	10	Pounds		
I-40	F003 Wastes	1	5 gal drum		
		1	30 gal drum		
I-41	F005 Wastes	1	5 gal drum		
		1	30 gal drum		
I-42	Paint Booth Filters	7	55 gal drums		
I-42	20 lb. Propane Gas Cylinders	50	Each		
I-43	U080	36	Pounds		
I-44	U122	1	5 gal drum		
I-45	U187	30	Pounds		
I-45	Asbestos Containing Material	10	Yd3		
I-46	Blood Borne Pathogens/Medical Wastes	5	Path Box		

Item		Est Quantity	Unit	Unit Price	TOTAL PRICE & METHOD
I-47	Caustic Liquids (pH > 12.4)	1 1	5 gal drum 30 gal drum		
	NH DEPARTMENT OF ENVIRONMENTAL SERVICES LABORATORY				
I-48	Waste Mecuric Chloride, ( D002, D009)	4	30 gal drums		
I-49	Waste Pyridine (F005)	2	5 gal drum		
I-50	Waste Methanol in water (F003)	12	5 gal drums		
I-51	Waste Acetonitrile + water w/ phosphoric acid (D001 + D002)	12	5 gal drums		
I-52	Waste 95% Acetonitrile 2<pH<12 (D001)	2	5 gal drums		
I-53	Waste Non Halo solvents (F003)	4	5 gal drums		
I-54	Waste Halo solvents (methylene chloride, ethyl acetate (F002)	4	5 gal drums		
I-55	Waste Halo solvents (methylene chloride, ethyl acetate (F002)	4	Gallons		
I-56	Waste Metals no Hg, nitric acid, ICP, ICPMS (D002,D004,D005,D006,D007, D008,D010, D011)	4	5 gal drums		
I-57	Waste Mercury standards in water, nitric acid (D002, D009)	4	5 gal drums		
I-58	Waste Mercury, basic, NaOH pH=12.5 (TKN waste) (D002, D009)	3	5 gal drums		
I-59	Waste Phenol, Ph=12NaOH (D002)	3	5 gal drums		
I-60	Waste cadmium in water (D006)	10	5 gal drums		
I-61	Waste cadmium in water (D006)	2	30 gal drum		



<b>Item</b>		<b>Est Quantity</b>	<b>Unit</b>	<b>Unit Price</b>	<b>TOTAL PRICE &amp; METHOD</b>
I-62	Waste gasoline-contaminated solids	1	5 gal drum		
I-63	Haloacetic acid (HAA5) (D002)	6	5 gal drum		
I-64	Waste Acetone, BIOLOGY BUREAU(F003)	3	Gallons		
I-65	Waste pesticide products and extracts from label verification, list of contents provided (solid & liquid)	10	Boxes		
I-66	Waste vacuum pump oil	8	Gallons		

**TOTAL PRICE FOR ALL \$** \_\_\_\_\_